Approved For Release 2000/[redacted]-RDP82-00457R001200640015-6

CENTRAL INTELLIGENCE GROUP [redacted]
ATTACHMENT A

CONTRACT

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Vsesoyuznoye Obyedineniye "Promsyrioimport," here denominated as the SELLER, for one part, and the COMPTOIR INDUSTRIEL & AGRICOLE (CIND), denominated in consequence the BUYER, for the second part, concluded the present contract, as follows:

1. Object of Contract: The SELLER sells and the BUYER buys 100,000 (one hundred thousand) tons of heavy scrap steel (mitraille d'acier), with a tolerance of 10 percent more or less, which can be freely shipped from the Soviet Occupation Zone of Germany to Belgium and which corresponds to the specifications attached.

2. Price: 23 (twenty-three) United States dollars per metric ton. This price includes freight paid by rail or water to Brandenburg or to a point within 100 kilometers of some city as easily accessible as Brandenburg.

3. Shipping: by the month of October 1947, at the rate of at least 10,000 tons a month. The BUYER is to communicate to the SELLER the arrival date of the railroad cars or barges at the place of loading 5 days in advance.

4. Delivery of merchandise: The quality of the delivery will have to conform with the specifications attached.

a. The BUYER will have the right during the loading to check the quality of the merchandise supplied and to refuse shipment of that which does not correspond to the specifications. All merchandise shipped is considered as definitely accepted by the BUYER.

b. Quantity of delivery will be registered according to the weight indicated in the bills of lading or waybills delivered at the point of departure.

5. Payment:

1) The BUYER opens immediately, or at latest by 7 October 1947, a documentary credit at the Commercial Bank for Northern Europe (Banque Commercial pour l'Europe du Nord), 21 rue de l'Arcade, Paris 8, non-revocable, confirmed, and in favor of the State Bank of the USSR at Moscow to the account of V/O Promsyrioimport at Moscow, covering 20 percent of the total value of the merchandise in United States dollars, valid until 10 January 1947 and payable against:

a) Waterway bills of lading on order and with a blank (sic) endorsement accompanied by a certificate of weight of the tare and brutto weight, or duplicate of the waybills.

b) Invoices in quadriplicate.

2) In proportion to the deliveries, and at latest from the receipt by the Commercial Bank for Northern Europe of information from the SELLER that 17 percent of the amount of merchandise covered by the credit has been dispatched, the BUYER is obliged to open a new credit under the same forms and same conditions, covering a new section of 20 percent, and so on until the total coverage by credit of 100,000 tons.

3) At the same time as the opening of credit covering the first 20 percent, the BUYER deposits at the Commercial Bank of Northern Europe a note from a bank of the first class, guaranteeing irrevocably the opening to the BUYER's account of the successive credits as indicated above, up to the total coverage by credit of 100,000 tons.

6. Special Conditions:

a) The BUYER engages to furnish the necessary tonnage at the place and time set by the present contract. For that purpose the BUYER has presented to the British authorities a request for the

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ATTACHMENT A

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transit into the Soviet Zone of barges to load the scrap to fulfil the contract to a minimum of 10,000 tons monthly.

The SELLER promises to do whatever is necessary in Berlin to request passage in transit.

7. All differences relating to the execution of the present contract will be within the competence of the Arbitration Commission of the Chamber of Commerce of the USSR at Moscow, whose decision the parties promise to recognize and accept.

8. Seat of the contracting parties:

SELLER: V/O Promsyrioimport, ulitsa Kuibysheva 21, Moscow

BUYER : Comptoir Industriel & Agricole (CIND), 156 rue Othée, Liège (Belgium)

Concluded at Paris 23 September 1947, in quadruplicate.

SELLER:	BUYER:
V/O PROMSYRIOIMPORT	COMPTOIR INDUSTRIEL & AGRICOLE (CIND)

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